

EXHIBIT B

ADDENDUM TO LOAN AND SECURITY AGREEMENT (JOINDER)

This Addendum to Loan and Security Agreement (Joinder) (this "**Addendum**") is dated as of January 4, 2022 among TOPPOS LLC ("**Additional Borrower**"), Time Out Communities, LLC ("**Original Borrower**"), and together with Additional Borrower, "**Borrower**") and Northpoint Commercial Finance LLC ("**Lender**").

Original Borrower and Lender are parties to a Loan and Security Agreement dated as of May 18, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**").

Original Borrower and Additional Borrower have requested that Additional Borrower, which is an affiliate of Original Borrower, join the Loan Agreement as an additional Borrower thereunder.

In consideration of the mutual covenants and undertakings contained in this Addendum and in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Borrower and Lender agree as follows:

1. The Loan Agreement is amended by making Additional Borrower an additional Borrower thereunder, and all references in the Loan Agreement to "Borrower" shall mean (individually and collectively) Original Borrower and Additional Borrower. Additional Borrower shall have all the rights and obligations under the Loan Agreement of a "Borrower". Additional Borrower (a) is familiar with the Loan Agreement and the other documents entered into in connection with the Loan Agreement, (b) is jointly and severally liable with Original Borrower for all outstanding Obligations, (c) makes, affirms, and confirms all representations and warranties of Borrower under the Loan Agreement, and (d) agrees to be bound by all covenants of Borrower under the Loan Agreement. Without limiting the generality of the foregoing, Additional Borrower grants to Lender a security interest in the Collateral in order to secure all present and future obligations whether under the Loan Agreement or any other current or future agreement.

Each Borrower has joint and several liability for the Obligations notwithstanding that they may be referred to in the Loan Agreement in the singular as "Borrower", and each Borrower acknowledges and agrees that the joint and several liability of the Obligations and the waivers set forth in this Section 1 are material inducements to the Lender making Loans. Each Loan shall be deemed to have been made to and for the benefit of both Original Borrower and Additional Borrower and shall constitute one joint and several obligation of both Original Borrower and Additional Borrower. Original Borrower and Additional Borrower acknowledge that their businesses are a mutual and collective enterprise and that the co-borrowing relationship under the Loan Agreement will to their mutual advantage by enhancing the borrowing powers of each Borrower and easing the administration of their loan relationship with Lender. Each Borrower represents and warrants that it each Borrower is an affiliate of the other Borrower and expects to directly or indirectly benefit from the extension of credit by Lender to the other Borrower.

Borrower will not be released from their joint and several liability for the Obligations for any reason, nor shall their joint and several liability for the Obligations be reduced, diminished or discharged for any reason, including without limitation (a) any modification, waiver, or release of, or any indulgences granted by Lender with respect to, the Obligations of the other Borrower, (b) any failure of Lender to timely enforce any right or remedy available to Lender in connection with the Obligations of the other Borrower, (c) any release or nonperfection, or other impairment, of any Collateral of the other Borrower, (d) the invalidity of any agreement forming a part of the Obligations of the other Borrower, (e) any other action that may increase Borrower's risk or expose it to greater liability, or (f) any other circumstance which might otherwise relieve Borrower of their obligations under this Section 1. Each Borrower waives: (i) any right to require Lender to proceed against another Borrower or to pursue any other remedy prior to exercising Lender's rights under this Section 1, (ii) demand and presentation for payment upon another Borrower, (iii) protest and notice of protest and diligence of bringing suit against another Borrower, (iv) all notices to which Borrower might otherwise be entitled by law, other than as may be expressly set forth herein; (v) any defenses based on suretyship or impairment of the Collateral or the like; and (vii) any other defense to the payment and performance of Borrower's obligations under this Section 1. Nothing shall discharge or satisfy the liability of Borrower under this Section 1 except the full performance and payment of the Obligations. Lender is not obligated to marshal any assets in favor of Borrower.

Until all Obligations have been paid in full, Borrower shall have no, and expressly waive any, right of subrogation, reimbursement, indemnity, contribution, or other right of recourse whatsoever to, or with respect to, any assets or property of the other Borrower or to any Collateral that arises from the existence or performance of the obligations under this Section 1.

2. Except as expressly amended by this Addendum, the Loan Agreement shall remain unchanged and in full force and effect, and the Loan Agreement is hereby ratified and reaffirmed in all respects. This Addendum is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction.

3. Each reference in the Loan Agreement to "this Agreement", "hereunder", "herein", or words of like import referring to the Loan Agreement shall mean and refer to the Loan Agreement as amended hereby. All terms governing the Loan Agreement shall govern this Addendum. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum have the same meaning given to those terms in the Loan Agreement.

4. This Addendum may be executed in two or more counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same document. Notwithstanding anything to the contrary herein, the parties signing this Addendum agree that it may be completed, signed and delivered by electronic means (including, without limitation, through the DocuSign, Inc. electronic signing system) and in one or more counterparts, each of which shall be (i) an original as if signed manually by hand, and all of the counterparts of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible in any court of law or otherwise and under any and all state and federal rules of evidence and (iii) enforceable under UCC Section 3-309, UCC Section 3-604, or any other similar statute (with any provision contained in the UCC or other law to the contrary being waived hereby), without regard to any loss or destruction of any paper counterpart hereof, the parties hereto agreeing that the possession or maintenance of a signed and delivered scanned, emailed or other electronic version hereof shall constitute possession of this Addendum under UCC Section 3-309 or any other similar statute (with any provision contained in the UCC or other law to the contrary being waived hereby), and shall not constitute the destruction hereof and shall not result in the discharge of any obligation evidenced hereby, notwithstanding UCC Section 3-604 or any other similar law or statute. All required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided by Lender or made available by Lender (if any) to Borrower may be sent via email.

The parties hereto have executed this Addendum as of the date first set forth above.

date and year first above written.

Northpoint Commercial Finance LLC

X DocuSigned by:
Parker Benefield
80C7A73FD12B4DE...

Parker Benefield

Underwriter

Address for notices:

P.O. Box 1445

Alpharetta, GA 30009-1445

Time Out Communities, LLC

By: Time Out Properties, LLC, Sole Member

X DocuSigned by:
Neil Carmichael Bender, II
1C6F9AD80042467...

Neil Carmichael Bender, II

Manager

Address for notices:

401 E Las Olas Blvd., Suite 130-161

Fort Lauderdale, FL 33301

Borrower and Lender have caused this Agreement to be executed as of the

TOPPOS LLC

X DocuSigned by:
Neil Carmichael Bender, II
1C6F9AD80042467...

Neil Carmichael Bender, II

Manager

Address for notices:

333 Las Olas Way, CU-1, Suite 434

Fort Lauderdale, FL 33301

ACKNOWLEDGMENT AND AGREEMENT OF GUARANTOR

The undersigned guarantor acknowledges that Northpoint Commercial Finance LLC has no obligation to provide it with notice of, or to obtain its consent to, the terms of the foregoing Addendum. Nevertheless, the undersigned hereby (i) acknowledges the Addendum, (ii) consents and agrees to the terms and conditions of the Addendum, (iii) agrees that the Loan Agreement remains in full force and effect, and (iv) acknowledges and agrees that their guaranty remains fully valid, binding, and enforceable and not subject to any right of offset, claim, or counterclaim.

DocuSigned by:

1C6F9AD80042457
Neil Carmichael Bender, II, Individually

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